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Contract Database Metadata Elements

Title: **Frankfort-Schuyler Central School District and Frankfort-Schuyler Teachers Association, New York State United Teachers (NYSUT), AFT, AFL-CIO, Local 2657 (2009)**

Employer Name: **Frankfort-Schuyler Central School District**

Union: **Frankfort-Schuyler Teachers Association, New York State United Teachers (NYSUT), AFT, AFL-CIO**

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AGREEMENT

Between the
Superintendent of Schools

Of the
Franklin-Schuyler
Central School District

And the
Franklin-Schuyler
Teachers' Association

ANUOT, APT, NIA, AFL-CIO

Local # 2007

July 1, 2009 - June 30, 2012

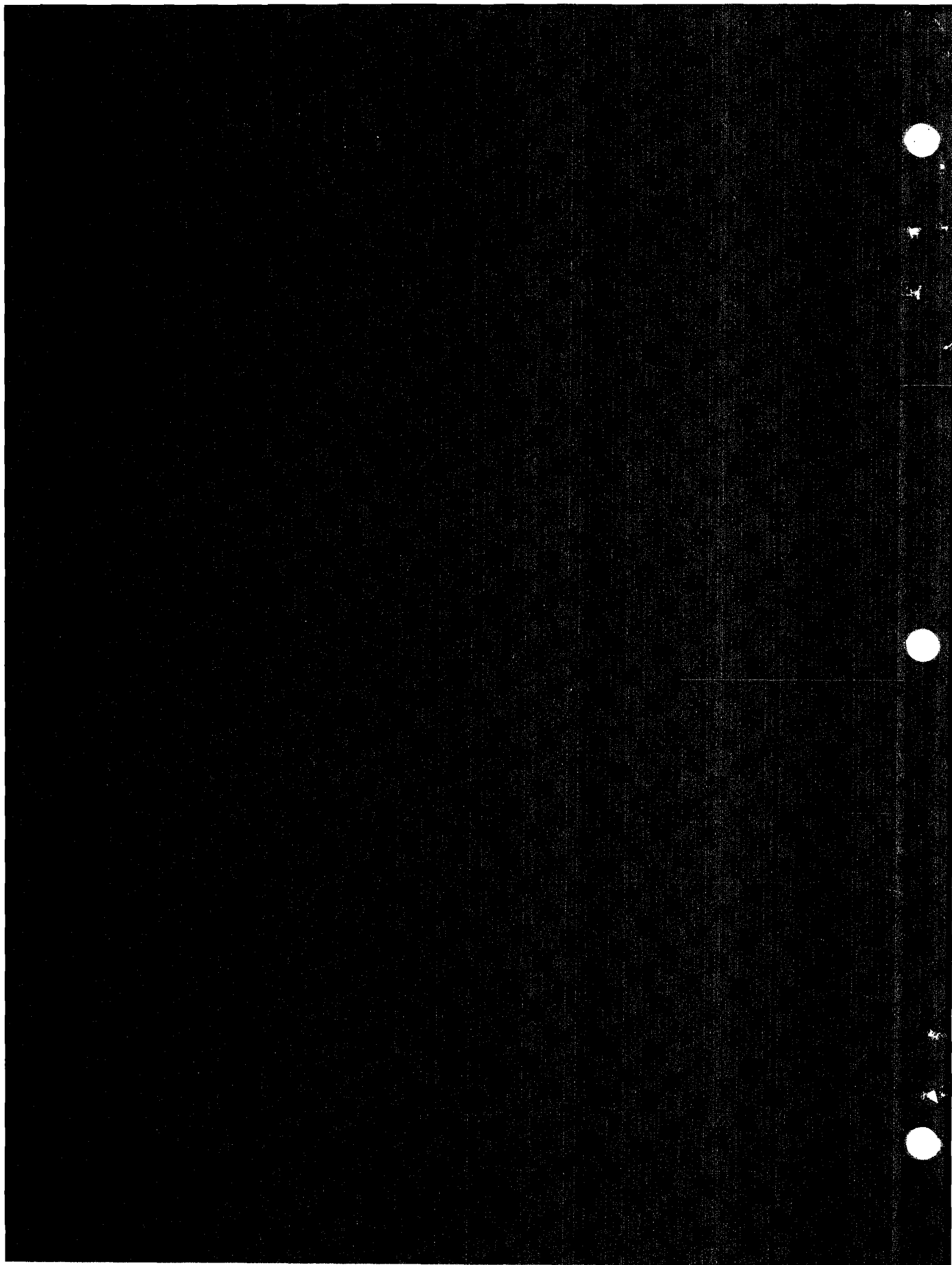


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NOW, THEREFORE IT IS AGREED AS FOLLOWS:

**ARTICLE I
RECOGNITION AND PROCEDURES**

1. Recognition of Association

Pursuant to the decision of the Director of Public Employment Practices and Representation of the Public Employment Relations Board dated August 25th, 1975 in Case No. C-1 189 and to further agreement between the parties the Board recognizes the Association as the exclusive bargaining agent for the positions in the employment of the Board described as follows:

Included: All certified personnel, including teachers, guidance teachers, psychologists, dental hygienists, school nurses, instructional aides, instructional assistants, and librarians.

Excluded: Teachers assigned additional duties as department chairmen, including the following positions - Department Chairmen, Physical Education Director, Athletic Director, Reading Coordinator, clerical aides, clerical assistants, library aides, in-house monitors, and all other employees.

2. Term of Recognition

This recognition shall continue in force so long as the Association maintains evidence in the form of dues deduction cards filed with the Board that it represents more than 50 percent (50%) of the total number of employees in said negotiating unit, or until a change is made in the unit by an order of the Public Employment Relations Board of the State of New York.

3. Principles

It is recognized that members of the professional staff require specialized qualifications and the success of the educational program in this school district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. All persons included in the instructional negotiating unit have the right to join, or not to join the Association, or any organization for their professional or economic development, but membership in any organization shall not be required as a condition of employment. The legal rights set forth in the Laws of New York State and the regulations and rulings of the Commissioner of Education affecting certificated personnel are in no way abridged by this agreement.

4. **Areas for Discussion and Agreement**

This recognition constitutes an agreement between the Board and the Association to reach mutual understanding regarding salaries, wages, and terms and conditions of employment. The Board and the Association recognized that the Board is the legally constituted body responsible for the determination of policies covering all aspects of education in the school district. The Board recognizes that it must act in accordance with all laws of the State and regulations and rulings of the Commissioner of Education, and that it cannot reduce or delegate its legal responsibilities.

5. **Procedures for Future Contracts**

While recognition of the Association continues under the terms of this article, negotiations for contracts for school years succeeding the period covered by this contract shall proceed in the following manner. The Board, or representatives designated by the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Upon request of either party to open negotiations, a mutually acceptable meeting date shall be set no later than fifteen (15) days following such request. In any given school year, which is the last year of an existing contract, such request shall be made on or before February 1st. All issues proposed for discussion shall be submitted in writing by the Association to the Board or its representatives at the first meeting in each year. The Board shall submit in writing to the representatives of the Association all additional issues upon which it wishes to negotiate no later than the second meeting. The second and all necessary subsequent meetings shall be called at times mutually agreeable to the parties. During the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released without prior approval of both parties. The Board, or its representatives, and the representatives of the Association shall meet at mutually agreed upon times and places outside of school hours for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Meetings shall not exceed three (3) hours in length. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issues under consideration. Either party may call upon consultants to assist in preparing for negotiations, and to advise them, or appear for them, in negotiating sessions. The expense of such consultants shall be borne by the party requesting them. When agreement is reached covering the matters under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and a majority of the Board, the Board will take such actions as are necessary to make such agreed upon proposals official.

ARTICLE II TERMS OF AGREEMENT

1. Reopening Negotiations

The Board and the Association agree that all negotiable items proposed by either party have been discussed during the negotiations leading to this agreement, and therefore agree that negotiations shall not be opened on any item, whether contained herein or not, during the life of this agreement, except for negotiations leading to a contract for a succeeding school year.

2. Official Policies

That no official policies heretofore adopted by the Board are modified, abrogated or amended by the agreement except as provided herein.

3. Application of Agreement

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers or the Board shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

4. Distribution

Copies of this Agreement shall be reproduced at the expense of the Board and the Association shall be provided with sufficient copies for members of the bargaining unit within two (2) weeks after its execution. The Association shall also be provided with sufficient copies for all new members and additional thirty-five (35) copies.

5. Writing of Agreement

This agreement shall be written in a joint and cooperative effort by both parties.

6. Statutory Clause

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE III TEACHING CONDITIONS

1. Physical Examination Requirement

Employees may be required to submit to a physical exam by the School District Physician. This includes exams for the purpose of determining fitness for duty. This exam shall be at no cost to the employee, and the District shall provide a reason to the employee for requesting the exam.

1A. Assignments

- a) Each teacher shall be notified in writing by his/her building principal prior to June 15th of his/her tentative assignment for the next school year. This shall include subject/subjects, grade/grades, school/ schools.

2. Transfers

a) Notification

The President of the Association or his designee will be notified in writing by the Superintendent of any permanent ~~unit~~ vacancies as soon as possible. In cases of resignations the Superintendent will so notify the Association upon receipt of the written resignation from the teacher unless the teacher requests in writing that the resignation not be made public until the Board acts on it.

b) Qualifications

Qualifications shall be judged by the Superintendent of Schools and shall include (1) Educational background and training, including certification, (2) Experience in the * specific subject area or field, (3) Specific experience in an elementary or secondary field. Certification as used herein shall mean actual certification or in the event no applicant is certified then one of the other applicants may be granted the transfer if he or she is within six (6) hours of obtaining the necessary hours for the particular certification, and permission is granted by the State Education Department. The teacher must attain certified status within one (1) year from date of appointment, or the appointment shall be automatically terminated and the teacher shall be transferred to a position within his or her certification and tenure area.

c) Voluntary Transfers.

1. In cases of voluntary transfer the most qualified will be granted the transfer.
2. If qualifications are substantially equal, the most senior person will be granted the transfer.
3. Any teacher wishing to transfer voluntarily must apply for such transfer within seven (7) calendar days after the Superintendent has notified the President of the Association that such a vacancy exists.

4. Where there is only one (1) applicant, the above clauses are not applicable and the items under involuntary transfers may apply.

5. Summer Transfers

- a. To facilitate the staffing of permanent unit vacancies, which occur over the summer, members of the elementary teaching staff who want to be considered for transfer shall make their interest known to the Superintendent of Schools by June 1st of each school year. A composite list of interested elementary staff will be compiled and shared with the FSTA President on or before June 15th.
- b. Prior to the close of school in June, a "transfer execution day" will be scheduled to fill permanent unit vacancies for the following year, which are known at that time. This process will be conducted jointly by the chief school administrator, or his/her designee and the President of the FSTA or his/her designee.
- c. Criteria previously established by contract will be used in the instance of each vacancy to determine eligibility for each specific transfer. The individual staff member on the composite list who is most eligible will be contacted and permitted to decline the transfer (24 hours) whereupon the next most eligible person shall be contacted. This process will continue until a member of the staff accepts the transfer or until all staff on the composite list have declined the position. If the position remains open after the list has been exhausted, the District may fill the position from outside. None of the above shall be construed to limit the District's ability to fill a position from outside if it is deemed that the qualifications for the position require such an action.

At the secondary level a similar procedure would be used, within a specific tenure area, at the time a vacancy occurs.

- d) Involuntary Transfers

1. If no teacher is transferred as a result of an application for voluntary transfer, the District may involuntarily transfer a teacher. Such involuntary transfer may take place not sooner than seven (7) days after the deadline for applying for a voluntary transfer.
2. In cases of involuntary transfer, the most qualified member will be transferred and such involuntary transfer shall not take place until after the teacher involved has met with the Superintendent and has been given the reasons for such transfer in writing.
3. If all qualifications are substantially equal, the least senior member will be transferred.
4. Date of Transfer - This shall be defined as the date the teacher receives notice of the transfer from the Superintendent. The actual physical transfer will take place at the discretion of the District.

e) **Notification of Transfer**

1. In all matters of transfer, the teachers involved shall be notified no later than forty-five (45) days following notification date to the President of the Association of the disposition of the request for transfer.
2. All transfers, following determination, shall take place no later than the beginning of the school year following such determination.

f) **Emergency Transfer**

1. In cases of an immediate opening, the District has the right to transfer any person immediately to temporarily fill the void created.
2. When such a vacancy is to last more than two (2) weeks, then the transfer procedure is to be followed.

3. **Duty-Free Lunch**

All teachers will have a minimum of thirty (30) consecutive minutes of duty-free lunch every day.

4. **Parent Conferences**

There shall be a maximum of four (4) parent conference days each semester in the elementary schools as scheduled by the Administration. An afternoon shall be granted as compensatory time off for each evening teachers are required to attend such conferences. Any teacher, with a class size of more than twenty-seven (27), shall be permitted to have scheduled an individual fourth (4th) day of parent conferences, with appropriate relief, provided the supervisor approves.

5. **Calendar**

- a. The annual District adopted calendar is attached hereto for informational purposes. Prior to the development of a new calendar, the Superintendent will meet with the Association President upon his/her request in order to obtain any input on recommendations regarding the calendar, which the Association may wish to bring to the Superintendent's attention.
- b. Teachers will perform their duties during a maximum of 184 days within a District adopted calendar of a maximum of 185 days.

6. **Storage Area**

Teachers without a file cabinet and/or desk for storage will have their request given priority.

7. **Homeroom Duty**

Teachers may request release from homeroom duty on the basis of seniority for the forthcoming school year. This provision on homeroom duty will not be subject to arbitration under the grievance procedure of the Agreement.

8. **Unassigned Period**

Each member of the unit will be entitled to at least one (1) unassigned period of no less than thirty (30) minutes each day in addition to the duty free lunch period. Teachers are expected to remain in the building during this period and may leave the building for emergencies and for other reasons with prior approval of the administration (approval to cash one's own paycheck will be granted). Teachers will not be assigned duties by the administration during this period, except in the event of an emergency. (Substitute teaching and AIS are not considered emergencies.)

9. **Classroom Assignment**

It is the intent of the District to have teachers teach in as few rooms as can be scheduled. No teacher will be assigned to more than three (3) classrooms with the exception of remedial teachers and special education teachers providing push-in and/or support services within a classroom.

10. **Examination Schedules**

The teachers' Building Committee may meet with the Building Principal to discuss examination schedules and the length of the examinations prior to making up the examination schedule.

11. **In-Service or Conference Days**

The Administration will allow the Association President to provide input regarding the subject matter and content of In-Service and Conference Day programs.

Programming for any professional development days shall be consistent with New York State Commissioner of Education Regulations §100.2(dd). Any committee which shall review or plan professional development for FSTA members, whether it is the PDP or CDEP, shall consist of a majority of teachers appointed by the Association President. Provision of professional development opportunities beyond those required by the above-reference regulations, shall be conditioned on the availability of funding.

Bargaining unit members who possess New York State Certification issued after February 2, 2004, shall be provided with the appropriate professional development opportunities as outlined in Commissioner's Regulations and New York State Education Law. The District shall keep track of any professional development attained by those FSTA members who hold certificates issued after February 2, 2004, and provide this information to the certificate holder upon request. Additionally, FSTA members subject to the above-referenced requirements are responsible for submission to the Superintendent of verification of training.

12. **Faculty Meetings**

The Administration will schedule at least one (1) faculty meeting each month except in extenuating circumstances and may schedule additional meetings if the Administration feels such additional meetings are necessary.

13. **Staff In-Service Development**

In-Service credit for all prior approved graduate level work will be assigned on the basis of credit awarded by the college or university involved. Credit for certain workshops, courses, or other similar experiences, will be on the basis of one (1) unit of credit for each fifteen (15) hours of formal participation as verified by the sponsoring agency. Credit for workshops of shorter duration may be "Pooled" with other experiences (workshops) if the content is similar and if the attendance is within a relatively short period of time.

Work completed in the course of a special project for the school can be awarded In-Service credit based upon a mutual prior agreement between the administration and the teachers involved. In-Service credit will only be assigned when expense for the workshop, course or similar experience is borne by the teacher and when the actual time of attendance is outside of the regular school year and/or working hours.

Effective July 1, 2006, Registered Nurses may receive in-service credit, paid at the same rate as the teaching staff, for appropriate training as approved by the Superintendent. Teaching Assistants may receive appropriate in-service credit to be paid at the rate of 60% of the rate paid to the teaching staff. Teacher Aides may receive appropriate training (during existing workday at no cost to employee), as determined and approved by the Superintendent.

14. **Summer Curriculum**

Teacher(s) completing District-approved curriculum development will be reimbursed for time spent other than on a regular school day. Payment will be made in a lump sum upon submission of a voucher. Effective with the ratification of this agreement, the rate of pay will be \$35.00 per hour.

ARTICLE IV INSTRUCTIONAL IMPROVEMENT

1. **Teacher Conferences**

It is recognized by the Board and the Association that attendance by teachers at conferences and workshops may be of substantial benefit to the students of the District. Teachers wishing to attend such meetings shall make application to their Building Principal four (4) weeks in advance of the scheduled conference. The granting of such requests is an administrative responsibility and one of the criteria will be the availability of funds. If reimbursement of funds is requested, prior approval of the Board for attendance at such conference or workshop is required.

2. **Study of the School Improvement Process**

A committee will be formed to study the topic of school improvement. The committee will first meet within thirty (30) school days of the opening of school and shall meet subsequently as determined by its needs. The committee shall consist of five (5) faculty members (three (3) union appointed and two (2) elected by secret ballot at a meeting conducted by the union), and five (5) others appointed by the administration. The others may include administrators, principals, board members and/or parents/citizens. Co-chairs shall be selected by each of the two (2) constituent parties to the committee. If the committee meets during the instructional school day, substitutes will be provided for teacher members. Other meetings may be scheduled after school and within normal working hours. If meetings take place after the "normal" working day, participants will be compensated at the hourly rate of \$17.00. This committee's task will be to recommend to the parties of this agreement an ongoing format for school improvement. Such recommendation will be made within one (1) year of the ratification of this agreement. The committee is charged to establish the parameters of operation for a school improvement plan and then, working within these parameters, to deal with issues that concern the District and/or that concern individual buildings, make up and function of committees, compensation for committee work, funding for "start-up" costs such as awareness programs and process training, procurement and analysis of appropriate data, teacher accountability and lines of authority and subcommittee structure.

When the committee report is complete - copies will be made immediately available to the parties of this agreement. At that time, negotiations will begin between the parties regarding the parties' view and position on the committee's work. It is expected that a negotiated agreement on this subject will result from these negotiations.

ARTICLE V LEAVE POLICY

1. Sick Leave

- a) Sick leave is absence with pay necessitated by the illness or other physical disability of the employee.
- b) 1. Each teacher shall be allowed fourteen (14) working days per school year for sick leave with unlimited accumulation.

On the first school day of the school year, one (1) sick leave day shall be deducted from each teacher's accumulation of sick leave days and these days shall be used to continue the sick leave bank. This sick leave bank shall be for the use of all employees of the instructional unit and shall be used only for those who have exhausted their own personal accumulation. The sick leave bank shall be established and administered under rules heretofore adopted by the Association and a copy of which rules have been furnished to the Board. The only obligation of the Board in relation to the sick leave bank is to pay out sick leave to teachers from said bank as officially directed by the Association.

- 2. Sick Bank contributions will be discontinued until the bank's total accumulation reduces to 650 days. Thereafter, each teacher will contribute one (1) day each time the bank goes below 650.
- 3. The Superintendent shall be a voting participant of the committee.
- c) Sick leave earned in prior years shall be first used and, then if necessary, sick leave credited for the current year. If a teacher exhausts the sick leave credited for the current year and then leaves the system before the end of the school year, one (1) day's sick leave salary for each month of school year not worked shall be deducted from the final salary check.
- d) Rate of pay per day shall be determined on the basis of twenty (20) working days per month.
- e) The Superintendent may request a doctor's certificate, if continued absence for illness in excess of three (3) days, to be submitted upon return to work.
- f) Teachers shall be granted an accounting of their accumulated sick leave days credited for service time within the district upon a request to the Superintendent.
- g) Absence for illness on holidays shall not be counted against accumulated sick leave.

2. **Occupational Injury**

A teacher suffering an occupational injury including assault, once that injury is established as an occupational injury by the Workers' Compensation Board of the State of New York and compensation received therefor, shall receive from the Board fringe benefits as received by the teacher at the time of injury and the difference in money between his/her salary (less deductions required by law or authorized by the teacher) and the amount of the weekly payment received through the Workers' Compensation Board for the period he/she is absent from his/her work or for two (2) calendar years from the date of injury, whichever is the lesser. Any wages earned from any employment shall be deducted from the supplementary payment. Time lost from employment while receiving such supplementary payment from the Board shall not be charged against the teacher's accumulated sick leave, but sick leave shall not be accumulated during any period the teacher is receiving such supplementary payment.

3. **Death in the Family**

- a) Four (4) school days with pay for death in the immediate family.
- b) One (1) day with pay for death in the family (other than immediate) and close friends, as determined by the Superintendent of Schools.

Note: Immediate family shall include wife, husband, children, parents, sisters, brothers, parents-in-law and grandparents. Other than immediate family shall include aunts, uncles, and in-laws other than parents.

4. **Sickness in the Family**

Three (3) school days with pay for sickness in the immediate family. If other days are required, the time will be taken from the teacher's sick leave at the teacher's option with the approval of the Superintendent.

5. **Personal Days**

Three (3) personal days per year, without prior approval, shall be given by the Superintendent provided notice is given, whenever possible, forty (40) hours in advance (by 4:00 p.m. on Thursday for personal leave taken on following Monday). Two (2) additional personal days shall be given by the Superintendent in the event any teacher adopts a child. If any of the aforementioned three (3) personal days are unused by the teacher during the school year, such unused days shall accrue to the teacher's sick leave accumulation at the beginning of the next school year. Personal leave days to be used before or after a holiday, before or after a vacation period or prior to a termination, will require advance written approval of the Superintendent.

6. **Jury Duty**

The Board shall pay the difference in salary between the teacher's salary and jury duty compensation.

7. **Sabbatical Leave**

- a) A teacher who has served seven (7) years in the district may be granted sabbatical leave. One (1) teacher may be granted such leave each school year, either for the period from September to June inclusive, in which event that teacher shall receive one-half (1/2) pay together with fringe benefits; or during the summer recess, in which event the teacher will be paid full salary on the 1/10th or 1/200th basis, together with fringe benefits.
- b) The purpose of the sabbatical must be educational study or research. A teacher requesting sabbatical leave must submit an application with an outline of the objectives to the Superintendent by February 1. The teacher selected shall be judged on the merits of each applicant's (1) professional qualifications, (2) seniority, and (3) potential contributions to the improvement of instruction. The Superintendent of Schools shall make his/her recommendation for sabbatical to the Board for its consideration. If the Board does not grant the sabbatical to the applicant, it shall state the specific reasons in writing to the teacher. All applicants shall be notified of the Board's decision by April 1.
- c) A teacher who is granted a sabbatical leave shall enter into a written agreement with the Board providing that such teacher shall return to service for three (3) years after a September to June leave or for one (1) year after a summer recess leave; and that if such teacher defaults in completing such required service, he/she will repay to the Board the salary and the cost of such fringe benefits received during his/her sabbatical leave, either in a lump sum or in annual installments over a period not in excess of five (5) years. If a teacher who has received a September to June sabbatical leave completes one (1) year of the required service and then leaves the service of the District, the teacher will be required to repay only two-thirds (2/3) of the salary received while on such leave. If the teacher completed two (2) years of the required service and then leaves the service of the District, the teacher will be required to repay only one-third (1 /3) of the salary received. A teacher unable to return to or to complete such required service because of serious illness or injury may make application to the Board for relief from the obligation to repay such salary or the remaining portion of it, said application to be accompanied by a doctor's statement, and the Board in its discretion, may grant such relief.
- d) No portion of these sabbatical leave provisions (Article V, sub-paragraph #7) will be subject to arbitration under the grievance procedure of this agreement.

8. **Sick Leave for Maternity**

A teacher, unable to work and on leave of absence because of pregnancy or child birth, will be allowed to charge such leave to unused accrued sick leave provided she is medically disabled from the performance of her duties and then for such period that she continues to be disabled as certified by the school physician.

a) **Parental Leave**

A teacher may apply to the Superintendent for parental leave, such leave shall be without pay and paid health insurance benefits, and shall commence within two weeks after the date of birth or adoption of the child, unless the teacher's physician certifies that the physical disability continues, and in that case such leave will commence when the physician certifies the physical disability due to pregnancy has terminated.

No parental leave shall be less than one semester nor exceed four semesters unless approved by the Board of Education. If a teacher desires a parental leave to terminate at a time other for which it has been granted, he/she shall apply in writing to the Superintendent, and it shall be within his/her discretion to end such leave. Paragraph "d" and "e" under other leaves of absence shall apply to parental leaves.

b) **Pregnancy Leave**

A teacher who is pregnant and physically capable of teaching may request an unpaid leave of absence for a period prior to the date her doctor declares her physically disabled and it shall be within the sole discretion of the Superintendent to grant such leave.

c) In no event shall a teacher be eligible for sick leave payments during the period of an unpaid leave of absence.

9. **Association Leave**

The Association will be granted up to a total of five (5) days annually without loss of pay or benefits for representatives to attend conferences and/or conventions related to Association business. At least five (5) school days' written notice with reasons must be given to the District Superintendent prior to the requested absence. An additional five (5) days will be granted if required and the Association will pay for any substitutes who may be required to cover these additional days of absence. No individual representative will be allowed to use more than one-half (1/2) the number of days allowed above.

10. **Other Leaves**

- a) A teacher must notify the Superintendent of Schools and request an unpaid leave of absence to begin at the end of the semester. Such leave must be approved by the Board upon the recommendation of the Superintendent of Schools.
- b) If a teacher desires to leave before the end of a semester, it must be at the end of a quarter.
- c) A teacher may withdraw a request for a leave within sixty (60) days after it is submitted, unless a replacement teacher has been hired. Requests for leaves must be made by February 15th of the year prior to the year in which the leave is to occur. A teacher requesting to return from a leave, during a leave, at other than the agreed time, may do so at the discretion of the Superintendent.
- d) The time on leave will not count for service in the District. The count for such service will be continued upon return from the leave.
- e) The District will make it possible for the employee to continue his/her insurance coverage by allowing the employee on leave to pay the employer and employee cost, provided this is allowed by the insurance carrier.

Provision of the Family Medical Leave Act shall apply to all members of the bargaining unit.

11. **Return From Unpaid Leave**

To return from a leave at the beginning of the school year, the teacher must notify the District in writing by March 30th. To return for the spring semester the teacher must notify the District by November 30th. The District shall notify the teacher in writing of the contractual requirements of notification of intent to return between fifteen (15) and thirty (30) days of the applicable date required. Failure on the part of a teacher to notify the District by the contractual required date shall be considered a voluntary resignation.

12. **Unused Snow Days**

In the event two (2) snow days are unused during the school year, one (1) of such unused snow days will be considered a school closing on the Friday before Memorial Day provided, however, that no loss of state aid is incurred because of it. If a loss of state aid does result due to the above, school will remain open.

In the event three (3) snow days are unused, one such day shall be considered a school closing on the Friday before Memorial Day, and an additional day shall be considered a school closing, provided, however, that no loss of state aid is incurred because of it. If a loss of state aid does result, due to the above, school will remain open. The specific date(s) shall be at the discretion of the Superintendent of Schools.

ARTICLE VI SALARY AND BENEFITS

It is agreed by the parties that the schedules attached hereto are made part of this agreement and are fully set forth herein, and Schedules A, B, C, D and E shall govern the payment of salaries for the term of this agreement. Each teacher will be placed on the proper step corresponding to his/her years of experience, which included any transfer credit approved by the Board.

1. Salary

- | | |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2009-2010 | Employees who move on salary schedule shall receive step increase only. Employees in this unit who were added to the top of step of their respective schedule shall receive a payment of \$500 added to base salary. |
| 2010-2011 | A. All employees on their respective step of their salary schedule will continue to receive their triborough increase prorated for the months September through December only. B. Employees who are at the top of their respective schedule as of September 1, 2010 shall receive a payment of \$500 added to base salary. C. The bargaining unit will receive an aggregate salary increase of 2.9% inclusive of triborough prorated for the months of January through June only. Any unit members who received hourly payments for stipended positions (i.e. timekeeper, chaperone, etc.) between September 1, 2010 and December 31, 2010 shall be entitled to retroactive adjustments if they submit a written request to the business office stating the date and time of the event for which adjustment is requested. |
| 2011-2012 | The bargaining unit will receive an aggregate salary increase of 2.9% inclusive of triborough. |

2. Longevity

Each teacher who has served as a teacher in the Frankfort-Schuyler Schools for fifteen (15) years, shall receive a longevity increment, and each teacher who has served as a teacher in the Frankfort-Schuyler Central Schools for twenty (20) years shall receive an additional increment, and each teacher who has served in the Frankfort-Schuyler Central Schools for twenty-five (25) years, shall receive an additional increment. Longevity increments for Registered Nurses shall be provided after ten (10), fifteen (15) and twenty (20) years of service. Longevity increments for Teaching Assistants shall be provided after ten (10) and fifteen (15) years of service. All longevity increments shall be paid in accordance with the amounts shown in Schedules A, B, C, and D.

3. **Graduate Hours**

All graduate courses taken after July 1, 1966, which are to be offered for salary consideration purposes, shall be in the major subject area or grade level area of the teacher taking such courses, or electives previously approved by the teacher's advisor within an approved program for certification. All other courses must be approved by the Superintendent at least two (2) weeks prior to the beginning date of the course(s) if such course(s) are to be offered for salary consideration.

It is the responsibility of each teacher to provide the Superintendent of Schools with a transcript of college courses in order to obtain graduate hour credit.

A teacher completing six (6) hours of approved graduate credit beyond the Bachelor's Degree or Master's Degree shall, upon submission of proof, be granted an additional increment as shown in the attached Salary Schedule. Such payment shall commence at the beginning of the semester following completion of the course(s) and submission of proof. Any teacher being paid presently for Bachelor's +15, Bachelor's +45 or Master's +15, will continue to receive the additional increment based upon the attached Salary Schedule.

4. **Travel Expense**

Any teacher who reports to two (2) or more schools on any one (1) day as part of his/her regular teaching assignment will be paid traveling expenses at the current mileage rate described by IRS codes, provided that one of the schools is the West Frankfort School.

5. **Payroll Deductions**

e. **Membership Dues**

Teachers shall be granted deduction for professional membership dues upon the submission of authorization to the Superintendent. Dues withheld by the District shall be transmitted to the Association on each biweekly pay period.

f. **Credit Union**

The Board agrees to make payroll deductions for the First Source Federal Credit Union upon a request filed by the teacher. Such deductions will be made on each bi-weekly pay period for payment over to FSFCU as directed by said employee. In addition, unit members may also have their check directly deposited into a FSFCU account. Effective upon ratification of this agreement, unit members may have payroll checks deposited into an approved financial institution that is capable of receiving said deposits.

g. **Tax Annuity**

Teachers shall be granted payroll deduction privilege for participation on tax-sheltered annuity plans up to a maximum of fifteen (15). The amount of the annuity will be distributed evenly over the first twenty (20) paychecks. Changes to annuity plans shall be allowed once in the month of August and once in the month of January of each year. Effective upon ratification of this agreement, unit members may make contributions or changes to tax-sheltered annuity plans at least four (4) times per year. The School Business Office shall notify the Association President of the four (4) open enrollment periods prior to the start of the school year.

h. **United Fund, U.S. Savings Bonds, VOTE/COPE**

Teachers shall have the right to payroll deductions for United Fund, U.S. Savings Bonds, and/or VOTE/COPE.

i. **NYSUT Benefit Trust**

The District will provide payroll deduction for participants in the NYSUT Benefit Trust.

6. **Pay Options**

- a. A teacher may select twenty-one (21) equal payments, which shall be paid in twenty-one (21) bi-weekly periods.

OR

A teacher may select twenty-six (26) equal part option which shall be paid in one (1) equal part for the first twenty-one (21) bi-weekly pay periods and the remaining five (5) such equal parts to be paid in one (1) lump sum of the final paycheck on the twenty-one (21) bi-weekly pay periods.

- b. The members of the bargaining unit will continue to be paid in twenty-one (21) or twenty-six (26) payments unless the member of the unit notifies the business office in writing by July 15th, requesting a change to begin at the first paycheck of the year. New teachers shall make the selection in writing upon initial employment.

7. **Absence without Leave**

In the event, a teacher is absent without leave; loss of pay will be deducted from salary at the rate of 1/200th for each day lost.

8. **Co-Curricular and Extra-Curricular Activities**

Payment for any co-curricular and extra-curricular activities shall be made in accordance with Schedule E for the life of the agreement, a copy of which schedule is attached hereto.

9. **Health Insurance**

- a. The District will continue to provide health insurance benefits to employees in accordance with the standard described below based upon the plan and its benefits in effect on June 30, 2009. (Excellus BC/BS of Utica/Watertown – Frankfort-Schuyler Central School District #0015147 and #0015148)

The employee contribution rate for Teachers and Registered Nurses for individual and family health insurance coverage shall be 13 % of the total premium cost. The employee contribution rate for Teaching Assistants and Teacher Aides shall be 11 % of the total premium cost. A cap shall be placed on the employee premium share which provides that, in no instance, will the employee's premium share have an increase greater than 12.5% over the previous year's premium. The prescription drug co-pay shall be \$5 generic/\$20 name brand and \$5 generic/\$20 name brand for a 90-day supply through mail order.

Additionally, the employer shall provide \$10,000 AD, & D Insurance and \$10,000 Life Insurance for all active unit members.

- b. The Board will provide for all teachers, the American Medical Insurance Company – Option Schedule C.

- c. The same health insurance, excluding life insurance and accidental death and dismemberment insurance benefits, and the payment as shown above, shall be provided to all teachers who have worked a minimum of ten (10) years in the Frankfort-Schuyler School District and who are eligible for retirement benefits under the New York State Teachers' Retirement System within six (6) months of leaving Frankfort-Schuyler School District Employment. (The ten [10] year requirement is effective for all teachers hired on or after December 1, 1986.)
- d. If the District employs both spouses, health insurance shall be limited to two single policies or one family policy.
- e. The District reserves the right to change carriers, or to self-insure at any time, so long as all benefits contained in a new plan are equal to or better than the existing coverage and consist of substantially equal benefits as identified in the plan documents referenced above. The District and the Association agree that any self-insured product will comply with any mandates or directives issued by the New York State Insurance Department. The Association and the District also agree that a change to self-insurance in and of itself does not constitute cause to challenge the equal to or better than standard with substantially equal benefits as stated above. Should the District intend to exercise this right to change, it must provide the Association and Joint Health Insurance Committee with at least thirty (30) days advance notice for the purpose of consultation prior to giving notice of termination to the carrier.

The District and the Association agree to convene a Joint Health Insurance Committee following ratification of this agreement which will meet at least every thirty (30) days, or upon the request of either party, to review issues related to health insurance. The Committee shall be composed of the Superintendent of Schools, one member of the Board of Education, the School Business Manager and three FSTA representatives appointed by the Association President.

The District will provide appropriate and timely information to the Committee concerning the health insurance program that will be of assistance to the Committee in monitoring costs and benefits. Any data considered for release by the District will be subject to existing confidentiality regulations and requirements.

If the parties disagree on a proposed plan change, the Association may proceed directly to the American Arbitration Association (with its rules) for a decision regarding the standards specified above as provided in Article XII of this agreement. The costs for any arbitration under this Article shall be borne equally by the parties. Nothing herein prohibits the District from moving forward with a change in carrier or plan administrator pending the arbitration process.

It is the intent of the parties to ensure that health insurance benefit coverage remains equal to or better than the coverage provided in the plan in this collective bargaining agreement and with substantially equal benefits. The parties recognize that in many instances specific benefits vary between comparable benefit plans, but that a plan as a whole is still considered equivalent and will meet the standard above. The parties agree that this understanding does not abrogate the right of the Association to challenge the level of benefits in a proposed plan but is presented to clarify the overall intent of the parties.

- f. Health Insurance Buy-Out Option - Effective July 1, 2006, any bargaining unit member who elects not to participate in the District's health insurance plan shall be provided with \$1,100 in accordance with Appendix A attached.

10. **Dental Plan**

- a. The Board shall pay 100% of the cost of the individual's coverage for teachers electing to participate in the American Medical Insurance Company Dental Plan (A.D.D. 5) which consists of Program B coverage of Crowns, Periodontics and Prosthetics and Program C Coverage of Basic and Orthodontic.
- b. Employees electing spouse coverage will contribute one-hundred thirty-five dollars and sixty cents (\$135.60) annual premium and those electing family coverage will contribute one-hundred sixty-seven dollars and forty cents (\$167.40) annual premium.

11. **Children of Non-Resident Faculty**

Non-resident members of the faculty may enroll their children in the Frankfort Schuyler Central Schools following notification, via a written request, to the Superintendent of Schools. Parents' requests for placement in a specific building will be honored. Transportation to and from school shall be the responsibility of the faculty parent. Eligibility for such consideration will cease upon the child's 21st birthday, upon successful completion of high school diploma requirements, or upon the parent leaving the employ of the Frankfort Schuyler Central Schools.

ARTICLE VII TEACHER EVALUATION

Probationary teachers will be observed at least three (3) times a year and tenure teachers at least one (1) time a year. Supervisory personnel making these mandatory observations will make a written evaluation, with suggestions for improvement as to any adverse comment and will confer with the teacher. A conference with the teacher shall take place within seven (7) workdays following each observation. Unless absences or other extenuating circumstances causes a delay, a formal written evaluation shall be presented to the teacher within five (5) workdays following the conferences. One (1) mandatory observation of probationary teachers will take place in the first (1st) semester and one (1) in the second (2nd) semester, with the third (3rd) mandatory evaluation of the probationary teachers, the mandatory evaluation of the tenure teachers and any informal observation to be at the discretion of the supervisory personnel of the district. The third (3rd) evaluation for a teacher in the final year of probationary status should occur before April 1st.

All teachers shall receive a copy of their end of the year evaluation prior to the last day of school.

A committee of three (3) faculty members shall be appointed by the Association to meet with the Superintendent and/or his designated representative to develop a mutually acceptable form for evaluating teacher performance.

Pursuant to New York State Education Law and Commissioner's Regulations, the parties have met and generated a plan for the Annual Professional Performance Review and the Mentor Plan. The parties will meet all statutory requirements for review of said plans, and make any pertinent documents available to bargaining unit members upon request.

ARTICLE VIII FAIR DISMISSAL

The Board shall review all recommendations not to appoint a person on tenure, and teachers employed on probation by the school district, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall, at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the Board meeting at which it is to be considered. Such a teacher may, not later than twenty-one (21) days prior to such meeting, request in writing that he/she be furnished with a written statement giving the reasons for such recommendation and within seven (7) days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the District Clerk not later than seven (7) days prior to the date of the Board meeting.

This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the powers and duties of the Board with respect to the discontinuance of services of teachers or appointments on tenure of teachers.

ARTICLE IX PERSONNEL FILES

1. A teacher shall have the right, at a mutually agreeable time, to review and copy the contents of his/her personnel file and to have a representative of the Association accompany the teacher in such review. The cost of any copies made shall be at the expense of the teacher.
2. No material of a derogatory nature, originating after employment, shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question.
3. A teacher shall sign any material to be placed in his/her file. Such signature shall be understood to indicate an awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE X TERMINAL LEAVE PAY

1. Terminal leave pay will be based upon the accumulated sick leave as follows:
 - a. To be eligible for terminal pay, an employee must have a minimum of ten (10) continuous years' service in the Frankfort-Schuyler Central School District and be eligible to retire under definitions of a New York State Teachers Retirement System or New York State Employees Retirement System.
 - b. A teacher who no later than three months prior to the anticipated date of retirement for the 2010-2011 school year, and four months prior to the anticipated date of retirement for the 2011-2012 school year and thereafter makes application of intent to so retire to the Board, will be granted fifty dollars (\$50) for each unused sick day if he/she retires during the 2010-2011 school year. Effective July 1, 2011, and continuing thereafter, employees shall be paid sixty dollars (\$60) for each unused sick day. This payment shall be made as a non-elective employer contribution to the employee's 403(b) account as specified in the agreement between the parties.
 - c. The teacher must retire from the Frankfort-Schuyler Central School System pursuant to the rules specified by the New York State Teacher Retirement System or the New York State Employees Retirement System
2. These time limits in "b" above may be waived in cases of emergency situations or catastrophic illness at the discretion of the Board upon recommendation of the Superintendent.

ARTICLE XI RETIREMENT INCENTIVE

1. The District shall make available to eligible candidates a retirement incentive for unit members who actually retire, of forty percent (40%) of the member's final year salary for a one time only basis payable in the first year or second year of eligibility in the New York State Teachers' Retirement System or Employees' Retirement System without penalty. Effective July 1, 2011, unit members shall receive thirty percent (30%) of his/her final year salary for a one time only payment, provided that all other eligibility criteria are met. Said payment shall be made directly to the employee's 403(b) account pursuant to the attached agreement. Notice must be provided to the District by March 1 in the year of eligibility. The notice is irrevocable.
2. To be eligible for the retirement incentive, a candidate must:
 - a. Have twenty (20) years of service in the Frankfort-Schuyler School District;
 - b. Be eligible for retirement under a New York State Retirement System;
 - c. Agree not to accept a permanent teaching position in New York State within three (3) years from the date of retirement.
3. If the employee is otherwise ineligible, he or she may, due to unique or compelling circumstances, request a waiver from the Board. The decision shall be in the Board's total discretion and shall be made on a case by case basis without precedent.
4. This Article shall sunset fully and completely on June 30, 2012.

ARTICLE XII GRIEVANCE PROCEDURE

1. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the aggrieved party to the settlement but shall not be a precedent in a later grievance proceeding.

2. Definitions

- a. A "grievance" is any alleged violation of this contract or any dispute with respect to the contract's meaning or application, except that the provisions of Article VIII, Fair Dismissal, shall not be subject to the grievance procedure.
- b. A "teacher" is any person in the negotiating unit as defined in this contract.

- c. An "aggrieved party" is (1) a teacher or group of teachers who sign and submit a grievance or, (2) the Association as a whole or (3) the Superintendent of Schools, when he/she submits a grievance against a teacher, group of teachers or the Association, on behalf of the Administration.
- d. Unless otherwise indicated, a "day" shall mean a day when school is in session, except that between July 1 and Labor Day, "day" shall mean days that the Business Office is open.

3. **Submission of Grievances**

- a. Before submission of a written grievance, the aggrieved party must attempt to solve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party; the provision of this contract involved in the grievance; the time when and the place where the alleged events or conditions constituting the grievance existed; the identity of the person, if known to the aggrieved party, responsible for causing such event or conditions; a general statement of the grievance and redress sought by the aggrieved party; the name of the person or organization which will represent the aggrieved party; and the signature of the aggrieved party or parties.
- c. A grievance shall be deemed waived unless it is submitted within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- d.
 - 1. A teacher or group of teachers may submit grievances, which affect them personally and shall submit such grievances to the Building Principal.
 - 2. The organization may submit any grievance, which relates to the organization as a whole and shall submit such grievances directly to the Chief School Administrator.
 - 3. The Superintendent of Schools in submitting a grievance under paragraph 2 (c) (3) submits the grievance directly to the Board.
 - 4. The aggrieved party is entitled to representation by the Frankfort-Schuyler Teachers Association or a representative designated by the Association at every step of the grievance proceeding.

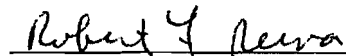
4. **Procedure**

- a. The Building Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal or if no response is received within seven (7) days after the submission of a grievance, such aggrieved party may, within the next seven (7) days submit a copy of the grievance to the Chief School Administrator.
- b. The Chief School Administrator or his/her designated representative shall confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his/her position with respect to it no later than fourteen (14) days after it is received by him/her.
- c. In the event the aggrieved party is not satisfied with the statement of the Chief School Administrator with respect to a grievance he/she may, within twenty (20) days after receiving such statement, submit the grievance to the Board and the Board will respond in writing by the next regular Board meeting following the hearing.
- d. In the event the aggrieved party is not satisfied with the decision of the Board, that party may, within fifteen (15) days, refer the matter to arbitration by requesting the American Arbitration Association (AAA) to name a panel of arbitrators, pursuant to the rules and regulations of AAA. Copies of such request and all other papers in the matter shall be forwarded to the Superintendent of Schools, the President of the Association, and the President of the Board. Upon receipt of the names of the proposed arbitrators the aggrieved party or his/her representative and the opposing party or his/her representative shall each strike names from the list until one (1) is left and that person shall serve as Arbitrator.

The Arbitrator shall determine the date and place of the hearing, which shall be held within the County of Herkimer. The Arbitrator shall require the parties to proceed promptly and shall, not later than thirty (30) days after the conclusion of the hearing, report to both parties his/her findings, reasonings and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this agreement. The Arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement. The decision of the Arbitrator shall be final and binding upon both parties. Filing fees associated with the processing of grievances through the American Arbitration Association shall be borne equally by both parties. The fees and expenses of the Arbitrator shall be borne by the party bringing on the arbitration. The expenses for witnesses for either side shall be paid by the party producing such witnesses. Whenever a stenographic record is requested, the Arbitrator shall arrange for the same and the expense shall be borne by the party or parties requesting it.


IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized officers the day and year above written.

FOR THE DISTRICT



Robert Reina
Superintendent

FOR THE ASSOCIATION



Robert Trotta
President

APPENDIX A
PROCEDURES FOR HEALTH INSURANCE BUY-OUT OPTION

Pursuant to the Agreement between the
Frankfort-Schuyler Board of Education and the
Frankfort-Schuyler Teachers' Association

Pursuant to the Agreement reached between Frankfort-Schuyler Central School District and the Frankfort-Schuyler Teachers' Association, the District will be making available a health insurance buy-out option to members eligible for such insurance. Employees wishing to participate in the buy-out program must elect to have no health insurance through the District, and those employees shall receive a payment of \$1,100.

1. Any employee wishing to elect no insurance must submit proof of alternative insurance at the time of such election and must sign a waiver absolving the District from liability for uninsured medical costs.
2. The buy-out payment will be included in the final paycheck of the school year, on or about June 30th of each year.
3. For those employees who have a change of family circumstances in accordance with applicable insurance industry standards, after October 1st of any year, midyear elections will be honored and the savings pro-rated from the election date. An effective mid-year election under these circumstances must be received at least five (5) days prior to the first day of the month in which the change shall be effective.
4. For those employees (a) leaving employment mid-year, (b) re-enrolling in health insurance or (c) experiencing a change in plan eligibility during the year, any buy-out figure will be based upon a pro-rated share of the savings.
5. Part-time employees, who are eligible for health insurance coverage with full or partial payment made by the District, may opt out at a pro-rated amount according to the percentages of the time they work.

HEALTH INSURANCE BUY-OUT OPTION

Eligible members of this bargaining unit who voluntarily cancel his/her health insurance with the District shall receive a payment of \$1,100. Such eligibility for payment shall continue until the employee requests reinstatement of health coverage, in writing, to the administration. Payment shall be made in the employee's final paycheck for the school year in which the employee was not enrolled in the health insurance plan.

Part-time employees who are eligible for health insurance coverage with full or partial premium payments made by the District may participate in the buy-out plan at a pro-rated amount according to the percentage of time he/she works.

There will be no obligation on the part of the District to provide health insurance coverage under the terms of the current contract if the employee voluntarily cancels his/her coverage pursuant to the terms of this Article. If conditions necessitate the employee requesting reinstatement of health coverage, the District will provide it upon written application by the employee, as long as all criteria of the applicable health insurance carrier are met.

Any employee who elects not to participate in the health insurance plan must present proof of alternative insurance coverage to the administration on an annual basis. Procedures, time lines, and forms from the buy-out plan shall be developed by the District with the participation of the union.

**Frankfort-Schuyler Central School District and the
Frankfort-Schuyler Teachers' Association
HEALTH INSURANCE OPTION FORM**

To the Superintendent:

I, _____, certify that I have read the procedures relating to the Health Insurance Buy-out Option.

I have indicated below the option that I am electing for the _____ school year.

- ☐ I am currently enrolled in the family health insurance coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage and the executed waiver below.
- ☐ I am currently enrolled in the supplemental health insurance coverage and I elect to have no coverage. I herewith submit proof of alternative health insurance coverage and the executed waiver below.
- ☐ I am currently enrolled in the individual health insurance coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage and the executed waiver below.
- ☐ I currently do not have health insurance coverage with the District, but previously had a level of coverage and I wish to continue with my election of no insurance. I herewith submit proof of alternative health insurance coverage and the executed waiver below.
- ☐ I am a new employee. I would be eligible for the supplemental level of insurance, and I wish to have no insurance coverage and the executed waiver below.

Signature

Date

DECLINATION OF MEDICAL INSURANCE AND WAIVER OF LIABILITY

I, _____, swear that I have been advised of the availability of medical benefits available. I chose to elect no insurance and agree to pay for all uninsured medical costs. I further agree that the District shall not be liable for any uninsured medical costs.

APPENDIX B
Frankfort-Schuyler Teachers Association
Teacher Salary Schedule 2009-2010

Step	BA	BA+30	BA+48	BA+60	MA	MA+18	MA+30
1	\$33,016	\$35,762	\$37,409	\$38,506	\$36,934	\$38,581	\$39,679
2	\$33,525	\$36,277	\$37,928	\$39,029	\$37,453	\$39,103	\$40,205
3	\$34,513	\$37,233	\$38,865	\$39,952	\$38,395	\$40,026	\$41,114
4	\$35,906	\$38,625	\$40,256	\$41,344	\$39,786	\$41,417	\$42,506
5	\$37,298	\$40,017	\$41,649	\$42,736	\$41,178	\$42,810	\$43,898
6	\$38,789	\$41,509	\$43,140	\$44,228	\$42,670	\$44,301	\$45,390
7	\$40,281	\$43,001	\$44,631	\$45,719	\$44,162	\$45,792	\$46,881
8	\$41,772	\$44,491	\$46,123	\$47,210	\$45,653	\$47,284	\$48,372
9	\$43,263	\$45,983	\$47,614	\$48,701	\$47,144	\$48,774	\$49,863
10	\$44,755	\$47,475	\$49,105	\$50,194	\$48,636	\$50,267	\$51,355
11	\$46,344	\$49,064	\$50,696	\$51,784	\$50,225	\$51,858	\$52,945
12	\$47,935	\$50,653	\$52,285	\$53,374	\$51,816	\$53,448	\$54,535
13	\$49,526	\$52,245	\$53,876	\$54,965	\$53,406	\$55,038	\$56,126
14	\$51,116	\$53,836	\$55,468	\$56,555	\$54,996	\$56,628	\$57,716
15	\$52,708	\$55,428	\$57,058	\$58,145	\$56,587	\$58,219	\$59,307
16	\$54,297	\$57,016	\$58,649	\$59,735	\$58,179	\$59,810	\$60,896
17	\$55,752	\$58,606	\$60,239	\$61,326	\$59,768	\$61,400	\$62,487
18	\$55,889	\$60,325	\$61,828	\$62,918	\$61,360	\$62,992	\$64,079
19	\$55,889	\$60,325	\$63,419	\$64,349	\$61,360	\$64,644	\$65,668
20	\$56,389	\$60,825	\$63,919	\$66,664	\$61,860	\$65,144	\$67,825

Off Step Credit Hours paid in blocks of six (6) at \$74.00/per hour
Longevity after fifteen (15) years - \$1837
Longevity after twenty (20) years - \$1837
Longevity after twenty five (25) years - \$1837

APPENDIX B
Frankfort-Schuyler Teachers Association
Teacher Salary Schedule 2010-2011

Step	BA	BA+30	BA+48	BA+60	MA	MA+18	MA+30
	\$33						
1	,247	\$36,012	\$37,671	\$38,776	\$37,193	\$38,851	\$39,957
	\$33						
2	,760	\$36,531	\$38,193	\$39,302	\$37,715	\$39,377	\$40,486
	\$34						
3	,755	\$37,494	\$39,137	\$40,232	\$38,664	\$40,306	\$41,402
	\$36						
4	,157	\$38,895	\$40,538	\$41,633	\$40,065	\$41,707	\$42,804
	\$37						
5	,559	\$40,297	\$41,941	\$43,035	\$41,466	\$43,110	\$44,205
	\$39						
6	,061	\$41,800	\$43,442	\$44,538	\$42,969	\$44,611	\$45,708
	\$40						
7	,563	\$43,302	\$44,943	\$46,039	\$44,471	\$46,113	\$47,209
	\$42						
8	,064	\$44,802	\$46,446	\$47,540	\$45,973	\$47,615	\$48,711
	\$43						
9	,566	\$46,305	\$47,947	\$49,042	\$47,474	\$49,115	\$50,212
	\$45						
10	,068	\$47,807	\$49,449	\$50,545	\$48,976	\$50,619	\$51,714
	\$46						
11	,668	\$49,407	\$51,051	\$52,146	\$50,577	\$52,221	\$53,316
	\$48						
12	,271	\$51,008	\$52,651	\$53,748	\$52,179	\$53,822	\$54,917
	\$49						
13	,873	\$52,611	\$54,253	\$55,350	\$53,780	\$55,423	\$56,519
	\$51						
14	,474	\$54,213	\$55,856	\$56,951	\$55,381	\$57,024	\$58,120
	\$53						
15	,077	\$55,816	\$57,457	\$58,552	\$56,983	\$58,627	\$59,722
	\$54						
16	,677	\$57,415	\$59,060	\$60,153	\$58,586	\$60,229	\$61,322
	\$56						
17	,142	\$59,016	\$60,661	\$61,755	\$60,186	\$61,830	\$62,924
	\$56						
18	,280	\$60,747	\$62,261	\$63,358	\$61,790	\$63,433	\$64,528
	\$56						
19	,280	\$60,747	\$63,863	\$64,799	\$61,790	\$65,097	\$66,128
	\$57						
20	,287	\$61,754	\$64,870	\$67,634	\$62,797	\$66,104	\$68,803

Off Step Credit Hours paid in blocks of six (6) at \$76.00/per hour
Longevity after fifteen (15) years - \$1837
Longevity after twenty (20) years - \$1837
Longevity after twenty five (25) years - \$1837

APPENDIX B
Frankfort-Schuyler Teachers Association
Teacher Salary Schedule 2011-2012

Step	BA	BA+30	BA+48	BA+60	MA	MA+18	MA+30
1	\$33,658	\$36,457	\$38,136	\$39,254	\$37,652	\$39,331	\$40,450
2	\$34,177	\$36,982	\$38,665	\$39,788	\$38,181	\$39,863	\$40,986
3	\$35,184	\$37,957	\$39,620	\$40,729	\$39,141	\$40,804	\$41,913
4	\$36,604	\$39,376	\$41,038	\$42,148	\$40,559	\$42,222	\$43,332
5	\$38,023	\$40,795	\$42,459	\$43,567	\$41,978	\$43,642	\$44,751
6	\$39,543	\$42,316	\$43,978	\$45,088	\$43,499	\$45,162	\$46,272
7	\$41,064	\$43,837	\$45,498	\$46,608	\$45,020	\$46,682	\$47,792
8	\$42,584	\$45,356	\$47,019	\$48,128	\$46,540	\$48,203	\$49,312
9	\$44,104	\$46,877	\$48,539	\$49,648	\$48,060	\$49,722	\$50,832
10	\$45,625	\$48,398	\$50,059	\$51,170	\$49,581	\$51,244	\$52,353
11	\$47,245	\$50,018	\$51,681	\$52,790	\$51,201	\$52,866	\$53,974
12	\$48,867	\$51,638	\$53,301	\$54,411	\$52,823	\$54,487	\$55,595
13	\$50,489	\$53,260	\$54,923	\$56,033	\$54,444	\$56,108	\$57,217
14	\$52,110	\$54,882	\$56,546	\$57,654	\$56,065	\$57,729	\$58,838
15	\$53,732	\$56,505	\$58,167	\$59,275	\$57,687	\$59,351	\$60,460
16	\$55,352	\$58,124	\$59,789	\$60,896	\$59,310	\$60,972	\$62,080
17	\$56,836	\$59,745	\$61,410	\$62,518	\$60,930	\$62,593	\$63,702
18	\$56,975	\$61,498	\$63,030	\$64,141	\$62,553	\$64,216	\$65,324
19	\$56,975	\$61,498	\$64,652	\$65,600	\$62,553	\$65,900	\$66,944
20	\$57,995	\$62,517	\$65,671	\$68,469	\$63,572	\$66,920	\$69,653

Off Step Credit Hours paid in blocks of six (6) at \$78.00/per hour
Longevity after fifteen (15) years - \$1837
Longevity after twenty (20) years - \$1837
Longevity after twenty five (25) years - \$1837

APPENDIX C
Frankfort-Schuyler Teachers Association
Teaching Assistant Salary Schedules 2009-2012

2009-10

Step	Salary
1	\$ 12,304
2	\$ 13,092
3	\$ 13,881
4	\$ 14,670
5	\$ 15,462
6	\$ 16,251
7	\$ 17,039
8	\$ 17,826
9	\$ 18,615
10	\$ 19,405
11	\$ 20,194
12	\$ 20,982
13	\$ 22,220

Longevity after
10th Year \$518
Longevity after
15th Year \$518

2010-11

Step	Salary
1	\$12,396
2	\$13,190
3	\$13,985
4	\$14,780
5	\$15,578
6	\$16,373
7	\$17,167
8	\$17,960
9	\$18,755
10	\$19,551
11	\$20,345
12	\$21,139
13	\$22,890

Longevity after
10th Year \$518
Longevity after
15th Year \$518

2011-12

Step	Salary
1	\$12,550
2	\$13,354
3	\$14,159
4	\$14,963
5	\$15,771
6	\$16,576
7	\$17,380
8	\$18,182
9	\$18,987
10	\$19,793
11	\$20,598
12	\$21,401
13	\$23,163

Longevity after
10th Year \$518
Longevity after
15th Year \$518

Teacher Aides shall be paid at 91% of the Teaching Assistant schedule.

APPENDIX C
Frankfort-Schuyler Teachers Association
Registered Nurse Salary Schedules 2009-2012

2009-10

Step	Salary
1	\$ 21,605
2	\$ 22,471
3	\$ 23,378
4	\$ 24,354
5	\$ 25,369
6	\$ 26,519
7	\$ 27,592
8	\$ 28,932
9	\$ 30,271
10	\$ 31,610
11	\$ 32,950
12	\$ 34,290
13	\$ 35,629
14	\$ 37,469

Longevity after
10th Year \$934
Longevity after
15th Year \$934
Longevity after
20th Year \$934

2010-11

Step	Salary
1	\$21,767
2	\$22,640
3	\$23,553
4	\$24,537
5	\$25,559
6	\$26,718
7	\$27,799
8	\$29,149
9	\$30,498
10	\$31,847
11	\$33,197
12	\$34,547
13	\$35,896
14	\$38,254

Longevity after
10th Year \$934
Longevity after
15th Year \$934
Longevity after
20th Year \$934

2011-12

Step	Salary
1	\$22,037
2	\$22,920
3	\$23,845
4	\$24,841
5	\$25,876
6	\$27,049
7	\$28,144
8	\$29,510
9	\$30,876
10	\$32,242
11	\$33,609
12	\$34,976
13	\$36,341
14	\$38,728

Longevity after
10th Year \$934
Longevity after
15th Year \$934
Longevity after
20th Year \$934

APPENDIX E
Extra-Curricular Pay Scale

Boy's Sports		2009-10	2010-11	2011-12
Football	Head varsity	\$3,854	\$3,966	\$4,081
Football	Assistant varsity	\$2,762	\$2,842	\$2,925
Football	Assistant JV			
Football	Head	\$2,374	\$2,443	\$2,514
Football	Assistant JV	\$2,217	\$2,281	\$2,347
Football	Modified Head	\$2,217	\$2,281	\$2,347
Football	Assistant			
Football	Modified	\$2,095	\$2,156	\$2,218
Football	Trainer	\$74	\$76	\$78
Football	Assistant trainer	\$30	\$31	\$32
Soccer	Head varsity	\$3,735	\$3,843	\$3,955
Soccer	Modified Head	\$2,179	\$2,242	\$2,307
Basketball	Head varsity	\$3,854	\$3,966	\$4,081
Basketball	Head JV	\$2,412	\$2,482	\$2,554
Basketball	Head Junior			
Basketball	High	\$1,790	\$1,842	\$1,895
Basketball	Head Freshman	\$1,985	\$2,043	\$2,102
Wrestling	Head	\$3,854	\$3,966	\$4,081
Wrestling	JV	\$2,412	\$2,482	\$2,554
Wrestling	Junior High	\$1,947	\$2,003	\$2,062
Bowling	Head	\$1,247	\$1,283	\$1,320
Baseball	Head	\$2,881	\$2,965	\$3,051
Baseball	Freshman	\$1,790	\$1,842	\$1,895
Track	Head	\$2,490	\$2,562	\$2,637
Track	Assistant	\$1,421	\$1,462	\$1,505
Track	Junior High			
Track	CO-ED	\$1,421	\$1,462	\$1,505
Tennis		\$1,525	\$1,569	\$1,615
Golf		\$1,211	\$1,246	\$1,282
Cross Country		\$1,705	\$1,754	\$1,805

APPENDIX E
Extra-Curricular Pay Scale

Girl's Sports		2009-10	2010-11	2011-12
Cheerleading		\$1,884	\$1,939	\$1,995
Soccer	Head varsity	\$3,735	\$3,843	\$3,955
Soccer	Modified Head	\$2,182	\$2,245	\$2,310
Field Hockey	Varsity	\$3,735	\$3,843	\$3,955
Field Hockey	Modified Head	\$2,182	\$2,245	\$2,310
Bowling		\$1,247	\$1,283	\$1,320
Basketball	Head varsity	\$3,658	\$3,764	\$3,873
Basketball	JV	\$2,182	\$2,245	\$2,310
Basketball	8th grade	\$2,143	\$2,205	\$2,269
Basketball	7th grade	\$1,790	\$1,842	\$1,895
Softball	Head	\$2,530	\$2,603	\$2,679
Softball	Modified Head	\$1,750	\$1,801	\$1,853
Volleyball	Head	\$3,620	\$3,725	\$3,833
Volleyball	JV	\$2,182	\$2,245	\$2,310
Volleyball	8th grade	\$1,828	\$1,881	\$1,936
Volleyball	7th grade	\$1,750	\$1,801	\$1,853

APPENDIX E
Co-Curricular Pay Scale

Category	2009-10	2010-11	2011-12
6th Grade Class Advisor	\$388	\$399	\$411
7th Grade Class Advisor	\$388	\$399	\$411
8th Grade Class Advisor	\$388	\$399	\$411
Adult Education (per hour)	\$34	\$34	\$35
Art Club	\$404	\$416	\$428
Band Camp (hourly)	\$34	\$34	\$35
Builders Club (MS)	\$1,046	\$1,076	\$1,108
Bus Supervision School	\$1,947	\$2,003	\$2,062
Dance Chaperone (per event)	\$57	\$59	\$60
Debate Club	\$1,046	\$1,076	\$1,108
Elementary Band (2)	\$763	\$785	\$808
Elementary Chorus (2)	\$532	\$547	\$563
Elementary Operetta (2)	\$837	\$861	\$886
National Honor Faculty Comm.	\$129	\$133	\$137
FBLA HS	\$1,168	\$1,202	\$1,237
FBLA MS	\$1,168	\$1,202	\$1,237
French Club	\$653	\$672	\$691
Freshman Class Advisor	\$460	\$473	\$487
GAAA	\$522	\$537	\$553
Geo Club	\$1,080	\$1,111	\$1,144
Home Bound (per hour)	\$34	\$34	\$35
Intramural Elementary	\$437	\$450	\$463
Jazz Band Junior	\$1,014	\$1,043	\$1,074
Jazz Band Senior	\$1,014	\$1,043	\$1,074
Junior Class Advisor	\$758	\$780	\$803
Key Club	\$1,046	\$1,076	\$1,108
Library Club	\$404	\$416	\$428
Music Chaperones	\$86	\$88	\$91
Musical	\$2,921	\$3,006	\$3,093
National Honor Society Sr./Jr.	\$838	\$862	\$887
Pep Band	\$506	\$521	\$536
SAAD	\$522	\$537	\$553
School Paper	\$1,416	\$1,457	\$1,499
Select Choir	\$1,014	\$1,043	\$1,074
Senior Class Advisor	\$1,325	\$1,363	\$1,403
Senior Play	\$1,252	\$1,288	\$1,326
Ski Club	\$319	\$328	\$338
Show Chorus	\$1,014	\$1,043	\$1,074
Sophomore Class Advisor	\$607	\$625	\$643
Spanish Club	\$653	\$672	\$691
Spanish Club Elementary	\$467	\$481	\$494

APPENDIX E
Co-Curricular Pay Scale

Category	2009-10	2010-11	2011-12
Student Council Elementary (2)	\$267	\$275	\$283
Student Council HS	\$1,402	\$1,443	\$1,484
Student Council MS	\$1,402	\$1,443	\$1,484
Summer Band	\$2,283	\$2,349	\$2,417
SYSOPS (per building)	\$636	\$654	\$673
Information Systems Support Specialist	\$1,273	\$1,310	\$1,348
Technology Coordinator	\$1,271	\$1,308	\$1,346
Varsity Club	\$522	\$537	\$553
Yearbook Elementary (2)	\$533	\$548	\$564
Yearbook High School	\$2,490	\$2,562	\$2,637
Yearbook Junior High	\$764	\$786	\$809
AM/PM Cafeteria Monitor HS	\$1,947	\$2,003	\$2,062
RR Bus Monitor	\$1,947	\$2,003	\$2,062
West Frankfort BM	\$1,947	\$2,003	\$2,062
HS/MS Bus monitor	\$1,947	\$2,003	\$2,062
K-12 Science Curriculum Coor	\$1,271	\$1,308	\$1,346
K-12 English Curriculum Coor	\$1,271	\$1,308	\$1,346
K-12 Social Studies Curriculum Coor	\$1,271	\$1,308	\$1,346
K-12 Math Curriculum Coor	\$1,271	\$1,308	\$1,346
Game Supervision	\$24	\$25	\$25
Game Supervision Hourly Rate	\$7.93	\$8.16	\$8.40

Note: Game supervision includes ticket takers, timers and supervision.
The amount is hourly but not less than the minimums.

Compensation for dance chaperone will not apply to the high school Prom or the 8th grade dinner dance.

The club advisor(s) of the dance sponsoring organization will not be compensated for chaperoning their club's dance.

The number of faculty dance chaperones will vary from two to four per dance at the discretion of the building principal based on the expected size of the dance attendance.

If there are more than one (1) Secondary Chorus, this stipend shall be divided evenly.

New extracurricular positions may be established by the district and a stipend assigned unilaterally for the period of one (1) year. At the end of one (1) year, the parties will meet and agree, through a Memorandum of Agreement, to a stipend for the duration of the Agreement.

APPENDIX F

THIS AGREEMENT is entered into as of the _____ day of _____, 2011, by and between Frankfort-Schuyler Central School District ("Employer") and the Frankfort-Schuyler Teachers Association (the "Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective upon signing this agreement, the Employer and Association agree to the following:

MANDATORY CLAUSES

1. No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.
3. 403(b) Accounts Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive the Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
 4. Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
 5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
 6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
 7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

8. Employer Non-Elective Contribution Equal to Termination Pay. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of the Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Article X, of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than thirty days following the employee's severance date.
9. Early Retirement Incentive The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than thirty days following the employee's severance date. Pursuant to Article XI of the Collective Bargaining Agreement, the total amount of Employer's Non-Elective Contribution for each eligible employee shall equal forty percent (40%) of the member's final year salary for the 2009-2010 and 2010-2011 school years. For the 2011-2012 school year, the contribution amount shall be thirty percent (30%) of the member's final year salary. The Employer contribution shall be made no later than thirty days following the employee's severance date. Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended.
10. Notwithstanding §209-a of the Civil Service Law, this Memorandum of Agreement shall be effective immediately upon its signing by the parties, and shall be an addendum to the current collective bargaining agreement and shall expire with the expiration of the current collective bargaining agreement on June 30, 2012, unless the parties specifically agree in writing to extend it.

For Frankfort-Schuyler Central School District

By: Robert F. Reina

Dated: 7-18-11

For the Frankfort-Schuyler Teachers Association

By: Ruth Trutt

Dated: 6/30/11

APPENDIX G
AGREEMENT
For
Distance Learning
Between the
Superintendent of Schools
Of the
Frankfort-Schuyler Central School District
And the
Frankfort-Schuyler Teachers' Association

The following terms and conditions represent a negotiated agreement between the Frankfort-Schuyler Central School District and the Frankfort-Schuyler Teachers' Association, concerning the District's participation in a Distance Learning Program. The Frankfort-Schuyler Central School District and the Frankfort-Schuyler Teachers' Association have agreed to work together to make Distance Learning an integral part of our District's educational opportunities.

It is agreed, therefore, that the Frankfort-Schuyler Teachers' Association and the Frankfort-Schuyler Central School District will participate in a Distance Learning Program under the following conditions:

- A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the District.
- B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District sending/receiving courses in that tenure area through a Distance Learning Program.

- C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the District. The District agrees to pay the county or District per diem rate, whichever is greater, for this Distance Learning training, or the teacher may apply the training time toward cumulative inservice credit hours.
- D. Representatives of the Frankfort-Schuyler Teachers' Association and the Administration will meet to review all course offerings. If there are unresolved issues, the full committee will meet as indicated below.

The Superintendent and the Association President agree to co-chair a Distance Learning governance committee to oversee the Frankfort-Schuyler Central School District's participation in the Distance Learning Program. This committee shall review and recommend host and receiving courses and address District problems with the program as they arise. This committee shall consist of the Superintendent of Schools, the Association President, the Board of Education President, or their designee, the Senior High School Principal, one active distance learning teacher and two classroom teachers selected annually by the Frankfort-Schuyler Teachers' Association. In addition, this governance committee will annually appoint to its membership a student and a parent. Any District liaison(s) selected to the County's governance committee shall also serve on the District's governance committee.

- E. The parties recognize the uniqueness of the Distance Learning environment and agree to assign District personnel to the Distance Learning room during each period of operation to provide supervision to the students and to be available to operate cameras and/or other equipment. Therefore, any District personnel, including a teacher or an aide, volunteering or assigned to the Distance Learning classroom will be adequately trained at District expense for this assignment.

TRANSMITTING (From Host School)

- F. Any program delivered from this school district, for the purpose of educating children, shall be taught by a bargaining unit employee or BOCES employee in the event of a co-serve agreement. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purposes of student review and/or makeup.
- G. The time of the transmission will be determined by the District, within the normal confines (starting and ending time) of the daily schedule of classes.
- H. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training will be provided.
- I. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host District for teachers in the particular discipline being offered.
- J. No qualified student of the Frankfort-Schuyler Central School District shall be excluded from any course transmitted from the District.
- K. All grading of schoolwork and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host District.

- L. The teacher shall not be expected or required to attend any functions in the receiving school Districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House.) The teacher and the receiving District may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- M. In the event of the transmitting teacher's absence, the host District shall be expected to provide a trained substitute when it elects to transmit.
- N. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement. Any complaint with respect to the host teacher's performance originating in a receiving District will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.
- O. The District shall not make any audio-visual tapes without the knowledge of the sending teacher. It is expected that the teacher will consent to making of tapes for the sole purpose of aiding students enrolled in the course. All tapes shall be erased or destroyed at the end of the school year at the direction of the teacher.
- P. The calendar of the host District shall be used for each course being taught.
- Q. Textbooks for Distance Learning courses are determined by the host District in conformity with their normal practice.
- R. The parties recognize the preparational time commitment required for Distance Learning and agree that any teacher who volunteers or is assigned to teach a Distance Learning class shall not have a supervising assignment during the length of the course.

RECEIVING

- S. As related to Distance Learning, in the receiving District, there shall be no subcontracting for any course currently being taught or previously taught by the Frankfort-Schuyler Central School District without mutual consent of the parties.
- T. The receiving District shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.
- U. A District employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the sending teacher.
- V. However, if the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is a teaching assistance and is required to attend meetings in the sending school, the District shall be responsible for mileage and meals when appropriate. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be at mutually agreeable times. The District shall compensate such employee.
- W. If the District assigns a teacher or if a teacher volunteers for a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement.

- X. Tapes will be made available to students in such situations as absenteeism or other extenuating circumstances. The District that receives such instructional broadcast may tape the broadcast but must agree not to use the tapes of the broadcast except for viewing by enrolled students who may have been absent for the original lesson or who wish to review the lesson. Any audio-visual taping and/or any other reproduction of the classes is the property of the teacher. The receiving District must also agree to destroy all such tapes at the conclusion of the course.
- Y. The terms of this Addendum shall remain in effect from the date of execution and shall terminate fully and completely on June 30, 2013.

FOR THE DISTRICT:

Robert F. Nelson

Date: 7-18-11

FOR THE ASSOCIATION:

Robert F. Nelson

Date: 6/30/11

